

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>  <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER  <b>SP0600-04-1367</b>		PAGE 1 OF 38							
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-04-R-0052</b>		6. SOLICITATION ISSUE DATE <b>February 9, 2004</b>					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME  <b>Candis Schiefer</b>				b. TELEPHONE NUMBER (no collect calls)  <b>703-767-8583</b>		8. OFFER DUE DATE/ LOCAL TIME <b>23 March, 2004, 2:00 p.m.</b>					
9. ISSUED BY  DEFENSE ENERGY SUPPORT CENTER DESC-AWP  8725 John J. Kingman Road, Suite 4950 FT. BELVOIR, VA 22060-6222  BUYER/SYMBOL: Candis Schiefer (DESC-AWP) PHONE: (703) 767-8583 FAX (703) 767-8506 EMAIL: candis.schiefer@dla.mil				CODE  <b>SC0600</b>		10. THIS ACQUISITION IS  <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)  NAICS: 211111 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE  12. DISCOUNT TERMS  13a. THIS CONTRACT IS RATED ORDER  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP					
15. DELIVER TO  <b>SEE CLAUSE B1.06-1</b>				CODE  <b>SEE BLOCK 9</b>		16. ADMINISTERED BY  <b>SEE BLOCK 9</b>							
17a. CONTRACTOR / OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE  To be provided at time of award							
Phone: _____ Fax: _____ E-Mail: _____ DUNS: _____ Cage Code: _____ Bidder Code: _____						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED  <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		*See Clause B1.06-1, SUPPLIES TO BE FURNISHED (NATURAL GAS)(ALASKA)											
25. ACCOUNTING AND APPROPRIATION DATA  <b>TO BE CITED ON EACH DELIVERY ORDER</b>								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  <b>ELIZABETH R. PESENTI</b>				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR			
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER			
32d/eg. PRINTED NAME, TITLE, ADDRESS & EMAIL OF GOV REP.						32f. PHONE # OF GOV REP		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						41c. DATE		42b. RECEIVED AT (Location)					
						42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

## TABLE OF CONTENTS

**NOTE: OSP = FULL TEXT OF CLAUSE CONTAINED IN OFFEROR SUBMISSION PACKAGE**

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>PAGE</u></b>
<b>SECTION B:</b>	<b><u>SUPPLIES OR SERVICES AND PRICES/COST</u></b>	
B1.06-1	SUPPLIES TO BE FURNISHED (NATURAL GAS)(ALASKA)(DESC APR 2003)	5
B700.01	ECONOMIC PRICE ADJUSTMENT – MARKET PRICE AND ACTUAL TRANSPORTATION COST (NATURAL GAS)(ALASKA)(DESC APR 2003)	7
<b>SECTION C:</b>	<b><u>DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT</u></b>	
C700	STATEMENT OF WORK/SPECIFICATIONS (NATURAL GAS)(DESC MAR 2000)	8
<b>SECTION F:</b>	<b><u>DELIVERIES OR PERFORMANCE</u></b>	
F700.01	DELIVERIES OR PERFORMANCE (NATURAL GAS)(ALASKA)(DESC DEC 2002)	8
F701	CURTAILMENTS, CAPACITY RECALLS AND CONSTRAINTS (NATURAL GAS) (DESC FEB 2002)	8
F703	SUPPLY MANAGEMENT (NATURAL GAS)(DESC FEB 2004)	10
<b>SECTION G:</b>	<b><u>CONTRACT ADMINISTRATION</u></b>	
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	OSP
G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	11
G700	SUBMISSION OF INVOICES FOR PAYMENT (NATURAL GAS)(DESC FEB 2004)	12
<b>SECTION H:</b>	<b><u>SPECIAL CONTRACT REQUIREMENTS</u></b>	
H700	TRANSPORTATION ASSISTANCE AND NOTIFICATION OF TARIFF/RATE CHANGES (NATURAL GAS) (DESC NOV 1996)	13
H702	REPURCHASE AND SET-OFF (DESC MAR 2000)	13

## TABLE OF CONTENTS

<b>SECTION I:</b>	<b><u>CONTRACT CLAUSES</u></b>	
I1.03-6	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) (DESC FEB 2004)	13
I1.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)	16
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)	19
I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)	21
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)	21
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)	22
I28.08	AFTER-IMPOSED/RELIEVED FEDERAL, STATE, AND LOCAL TAX (DESC FEB 2004)	23
I84	REQUIREMENTS (OCT 1995)	23
I171	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)	OSP
I174.03	SUPPLY COMMITMENTS FOR SMALL BUSINESS CONCERNS (NATURAL GAS) (DESC AUG 2001)	24
I174.07	SUPPLY COMMITMENTS FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SDB PRICE EVALUATION ADJUSTMENT)(NATURAL GAS) (DESC FEB 2002)	25
I209.08	EXTENSION PROVISIONS (NATURAL GAS) (DESC JUL 2002)	25
I229	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	25
I238.02	NOTICE OF EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	OSP
I240.01	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I)(JUN 2003/JUN 2003)	OSP
I700.02	GAS ORDERING PROCEDURES (ALASKA) (DESC OCT 1994)	26

**SECTION J: LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	
I.	OFFEROR SUBMISSION PACKAGE	OSP
II.	TECHNICAL EXPERIENCE FORM	OSP
III.	EXPERIENCE WITH END USERS FORM	OSP
IV.	SOCIOECONOMIC COMMITMENT FORM	OSP
V.	SUBCONTRACTING PLAN GUIDANCE AND FORM	OSP
VI.	ESTIMATED CONSUMPTION DATA	RFP

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS**

K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (ALTS I/III) (JUN 2003/APR 2002/OCT 2000)	OSP
K1.05	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NATURAL GAS)(NOV 95)	OSP
K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	37
K5.01	USE OF ELECTRONIC DATA INTERCHANGE (INSTALLATION ENERGY) (DESC FEB 2002)	OSP
K15	RELEASE OF UNIT PRICES (DESC OCT 2002)	OSP
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)	28

**SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

L2.08-2	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS) (ALASKA) (DESC OCT 2002)	OSP
L2.08-5	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS)(ALASKA) (DESC JAN 2003)	29
L5.01-1	AGENCY PROTESTS (SEP 1999) -DLAD	31
L7	SOCIOECONOMIC PROPOSAL (DESC DEC 2001)	32

**SECTION M: EVALUATION FACTORS FOR AWARD**

M7	SOCIOECONOMIC EVALUATION (DESC APR 2003)	32
M700.02	EVALUATION FOR AWARD (NATURAL GAS)(ALASKA)(DESC DEC 2002)	33

**SECTION B: SUPPLIES OR SERVICES AND PRICES/COST**

**Continuation of Standard Form 1449 (Blocks 19-24: The Schedule):**

**B1.06-1 SUPPLIES TO BE FURNISHED (NATURAL GAS) (ALASKA) (DESC APR 2003)**

(a) The contract quantities shown below are best estimates only of the Government's requirements for the contract period. The Contractor shall furnish all labor, material, tools, equipment, and incidentals to supply and deliver direct supply natural gas as defined in the STATEMENT OF WORK/SPECIFICATIONS clause. Contract performance shall be accomplished in accordance with the terms and conditions of this contract.

- (b) **Mcf** means **thousand cubic feet**; **USD** means **U.S. Dollars**.
- (c) The National Stock Number (NSN) that applies to direct supply natural gas is 6830-01-318-5797.
- (d) Unit prices indicated hereunder must include all applicable intrastate pipeline fuel loss.
- (e) Orders may be issued in writing, orally, or by written telecommunications.

**SPECIAL NOTES:**

1. In accordance with the STATEMENT OF WORK/SPECIFICATIONS clause, gas supply is considered firm.
2. For line items indicating a requirement for supply management, the Contractor is responsible for providing supply management in accordance with the STATEMENT OF WORK FOR SUPPLY MANAGEMENT clause.
3. Offers must be for the total Government requirement in the aggregate group. Offers for less than the total requirement in the aggregate group will not be considered.
4. In addition to the Mcf charges incurred, the Contractor will incur and be reimbursed as a pass-through for the following charges associated with deliveries made under the contract:
  - Transportation charges, regulatory fees, and company use gas as permitted by the tariff.
  - Customer service charges for each meter station or individual meter.
  - Meter reading fees (applicable to individual meters that are not on the end-of-the-month read schedule).
5. The successful Contractor will be required to negotiate and enter into a transportation agreement in its own name with ENSTAR Natural Gas Company for delivery of gas supplies to all installations. The transportation agreement must be approved by the Regulatory Commission of Alaska before contract performance may begin.

(DESC 52.207-9F75)

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**ALASKA**

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**0001 LINE ITEMS BEHIND ENSTAR NATURAL GAS COMPANY, ALASKA**

NOTE 01: All requirements are expressed in MCF (Million Cubic Feet).

NOTE 02: All subline items request supply management. Telemetering is only available for subline items 000101, Elmendorf AFB (Power Plant) and 000201, Fort Richardson (Power Plant). For all other subline items, ENSTAR will provide the supplier with meter information.

**0001 Direct Supply Natural Gas to be delivered FOB Burnertip with supply management via FIRM OR FIRM EQUIVALENT TRANSPORTATION from October 01, 2004 to September 30, 2005.**

**TOTAL QUANTITY 4,817,600**

		Estimated Quantity	Unit Price	Total Estimated Price
		-----		
	<b>FIXED PRICE WITH EPA:</b>			
<b>FIRM</b>				
0001	Fixed percentage of the ENSTAR Weighted Average Cost of Gas (WACOG) (See Clause B700.01(b))	4,817,600	__ . __ __ %	\$ _____

EQ	FOR ULTIMATE DELIVERY TO	MDQ	ANNUAL QUANTITY
-----			
000101	ELMENDORF AFB (POWER PLANT) FIRM	9,136	2,880,030
000201	FORT RICHARDSON (POWER PLANT) FIRM	1,415	280,411
000301	FORT RICHARDSON (COMMERCIAL) FIRM	4,107	1,108,600
000302	ALASKA ARMY NATIONAL GUARD FACILITY FIRM	660	84,764
000303	KULIS ANGB FIRM	180	42,821
000401	ELMENDORF AFB (COMMERCIAL) FIRM	1,365	314,212
000501	ALASKA NATIVE TRIBAL HEALTH FIRM	254	94,997
000601	BUREAU OF LAND MANAGEMENT FIRM	70	7,058
000701	OFFICE OF AIRCRAFT SERVICES FIRM	16	2,919
000801	USDA FOREST SERVICE FIRM	8	1,788

**B700.01 ECONOMIC PRICE ADJUSTMENT -- MARKET PRICE AND ACTUAL TRANSPORTATION COST**  
**(NATURAL GAS) (ALASKA) (DESC APR 2003)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) **The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and**

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used in this clause, the term--

(1) **Contract unit price** means a fixed percentage of the sum of the ENSTAR Natural Gas Company's current approved and published tariff rate on file with the Alaska Public Utilities Commission (gas cost) plus applicable tariff components (transportation, regulatory fees, company use gas, etc.). Customer service charges and meter fees imposed by ENSTAR Natural Gas Company, as permitted by the tariff, will be considered pass-through utility charges.

(2) **Local Distribution Company (LDC)** means the local public utility operating in a franchised area without competition that transports gas over its own distribution lines from its interconnection points with an interstate or intrastate pipeline to customers.

(c) **PRICE ADJUSTMENTS.** No adjustments to the contract unit price, expressed as a fixed percentage, shall be allowed during the term of the contract. If the ENSTAR Natural Gas Company's tariff rates are changed, the fixed percentage shall be applied to the new tariff rate as described in paragraph (b) above.

(1) **CALCULATIONS.** All numbers used in or derived through calculations prescribed by this clause shall be rounded to four decimal places.

(2) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENTS.**

(i) The Contractor agrees that any increase in the contract unit price pursuant to this clause shall not exceed **60** percent of the contract unit price effective at time of award. If market conditions warrant, the Government may institute a contract ceiling increase.

(ii) **If, at any time, the Contractor has reason to believe that within the near future an increase in the ENSTAR Natural Gas Company's tariff rate would raise the contract unit price above the current ceiling, the Contractor shall notify the Contracting Officer of the expected increase. At the same time, the Contractor shall propose a revised ceiling sufficient to permit completion of remaining contract performance. The Contractor's proposal shall be supported by appropriate explanations and documentation as required by the Contracting Officer.**

(iii) **If an actual increase in the market price would raise the contract unit price above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders, as of the effective date of the increase, until the Contracting Officer notifies the Contractor that the ceiling will or will not be raised. In the case where the Contractor receives confirmation that the ceiling will be raised, the Contractor is required to continue performance.**

(3) **REVISION OF MARKET PRICE INDICATOR.** If the applicable market price indicator is discontinued, its method of derivation is altered substantially, or the Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions, the parties shall mutually agree upon an appropriate and comparable substitute and the contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (NATURAL GAS) clause.

(d) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(DESC 52.216-9F61)

**SECTION C: DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT**

**C700 STATEMENT OF WORK/SPECIFICATIONS (NATURAL GAS) (DESC MAR 2000)**

(a) **STATEMENT OF WORK.** The Contractor shall furnish all requirements in accordance with the Schedule of Supplies/Services and other provisions of the contract.

(b) **SPECIFICATIONS.** The measurement, testing, heating value, delivery pressure, and quality of natural gas delivered shall be in accordance with the terms and conditions of the delivery specifications of the applicable LDC tariff and, in cases where there is no LDC, in accordance with the applicable interstate pipeline. The Government shall not be obligated to purchase or pay for natural gas that either the LDC or the interstate pipeline has refused to accept due to nonconformance with its specifications.

(DESC 52.246-9F10)

**SECTION F: DELIVERIES OR PERFORMANCE**

**F700.01 DELIVERIES OR PERFORMANCE (NATURAL GAS) (ALASKA) (DESC DEC 2002)**

(a) The Contractor agrees that it has or will secure good and marketable title to gas delivered to the Government, that it has or will have the right without restriction to sell such gas, and that such gas is free from liens and adverse claims of any kind.

(b) **COMMENCEMENT OF DELIVERY.** The successful Contractor will be required to negotiate and enter into a transportation agreement in its own name with ENSTAR Natural Gas Company for delivery of gas supplies to all installations. The transportation agreement must be approved by the Alaska Public Utilities Commission (APUC) before contract performance may begin.

(c) **PERIOD OF PERFORMANCE AND DELIVERY POINTS.** Performance under this contract shall commence in accordance with the Schedule. Performance shall not extend beyond the delivery period specified below except pursuant to the EXTENSION PROVISIONS clause.

(d) **REFUSAL BY LDC.** If, because of supply or system operation constraints of the LDC, the LDC refuses to accept quantities of natural gas ordered by the Government, that quantity will not be considered to have been delivered. Therefore, the Government shall not be obligated to pay for the undelivered supply. If the LDC accepts and utilizes the gas for its own system delivery, the Government will reimburse the Contractor for the quantity used by the LDC at the contract price.

(e) **PENALTIES.** During the term of this contract, should the Contractor deliver natural gas in excess of or less than the ordered amount into the LDC for ultimate delivery to any installation(s)/agencies designated in the Schedule, and such under or over delivery results in a charge and/or penalty pursuant to the LDC's tariff, the Contractor shall be liable for the amount of that charge and/or penalty. In addition, the Contractor is responsible for any excess cost associated with purchasing alternative gas supplies or switching to an alternative fuel.

(f) **METHOD OF DELIVERY.** All requirements require firm delivery and all quantities ordered by the Government shall be considered firm and guaranteed for delivery by the Contractor to the delivery point.

(DESC 52.242-9F90)

**F701 CURTAILMENTS, CAPACITY RECALLS, AND CONSTRAINTS (NATURAL GAS) (DESC FEB 2002)**

(a) **DEFINITIONS.**

**Capacity curtailment.** A capacity curtailment means a limit to interruptible pipeline capacity beyond the control of the Contractor that results in delivery of less than the ordered quantity of gas for a whole or part of a gas day.

**Local Distribution Company (LDC) Curtailment.** An LDC curtailment means an interruption of the flow of scheduled gas supplies from the city gate to the installation as a result of a directional order of the LDC for a whole or part of a gas day.

**Recall of Released Capacity.** A recall of released capacity occurs when the original capacity holder on the pipeline recalls its capacity pursuant to previously prescribed and electronically published recall provisions.

**Operational Flow Orders.** Operation Flow Orders (OFO) or any other operational notifications to the same effect are directives by the interstate pipeline or the LDC to flow additional gas supplies, reduce flow of gas supplies, or match marketer supply to customer demand within specified tolerances to correct an operational problem on a pipeline. Operation Flow Orders or any other term used for the same type of direction, which merely require a match of supply and demand during a given gas day for daily balancing purposes, are not considered curtailments.



(b) **EXCUSES TO PERFORMANCE.** For line items requiring firm delivery, neither a capacity curtailment nor recall of released firm capacity is considered an excuse to performance. For line items requiring interruptible or limited interruptible delivery, capacity curtailments and recall of released capacity are considered an excuse to performance. However, in order for an interruption to qualify as an excuse to performance for interruptible or limited interruptible requirements, the Contractor must provide written documentation from the pipeline verifying the capacity curtailment or recall and the Contractor shall take the following actions within two hours of the pipeline carrier's notification of a capacity curtailment or recall of released firm capacity; and

(1) Notify the Ordering Officer at each location affected by the curtailment or recall;

(2) Notify the DESC Contracting Officer and provide written documentation from the pipeline verifying the capacity curtailment or recall. After claiming an excuse to performance due to either a capacity curtailment or recall of released capacity, the Contractor shall not back fill later in the delivery month to replace quantities previously interrupted without written authorization from the DESC Contracting Officer.

(c) **ALTERNATE PLANS FOR PROVISION OF NATURAL GAS.** In the event of a capacity curtailment or recall of released capacity, the Contractor shall use commercially reasonable efforts to secure temporary alternate transportation access in conjunction with natural gas supply for which transportation to the delivery point(s) is available. Any costs associated with a temporary alternate transportation, i.e., alternate plan, must be approved, in advance, by the DESC Contracting Officer. When considering acceptance of the alternate plan, the Contracting Officer may request the Contractor provide an itemization of all costs associated with the proposed alternate plan price. This information may include the product source, the product cost, the pipeline transportation costs, and an identification of any other charges included within the alternate plan price. The Contracting Officer shall modify the contract to reflect the approval of the Contractor's alternate plan. If the alternate plan is approved, the contract will be modified accordingly.

(d) **LOCAL DISTRIBUTION COMPANY (LDC) CURTAILMENTS.** An LDC curtailment serves as an excuse to performance in the amount of the quantity interrupted regardless of the transportation method. If the Contractor uses citygate purchases to satisfy an installation's natural gas requirement, then an LDC curtailment will serve as the only excuse to performance.

**(1) If the LDC curtails to zero, and if the Contractor's gas supplies therefore do not reach the installation, the Contractor shall be exempt from any liability for nondelivery of gas supplies and shall not be held accountable for any penalties or additional costs associated with the curtailment. The Contractor shall be responsible for documenting the LDC curtailment and providing notification in accordance with (b)(1) and (b)(2) above.**

(2) If the LDC curtailment is less than 100 percent, the Contractor shall be exempt from any liability only for nondelivery of gas supplies affected by the curtailment, and shall not be held accountable for any penalties or additional costs associated with the curtailment period. The Contractor shall be responsible for documenting the nature of the LDC curtailment and providing notification in accordance with (b)(1) and (b)(2) above.

(e) **PARTIAL CURTAILMENTS.** If, during a pipeline or LDC curtailment/interruption, the Contractor can only deliver a partial day's usage, the Contractor is responsible for notifying the installation as to what time to switch to an alternate fuel. The documentation requirements for partial curtailments are as specified in paragraphs (b) and/or (d) above.

(DESC 52.242-9FC2)

**F703 SUPPLY MANAGEMENT (NATURAL GAS) (DESC FEB 2004)**

**(a) GENERAL.**

**Balancing** means to manage deliveries to ensure the installations are not penalized as a result of over deliveries or under deliveries.

(1) The Contractor shall provide natural gas supply management to the burnertip to include nomination of ordered supplies to the local distribution company (LDC) and/or pipeline, and balancing of the installation's account with the LDC, or, in cases where there is no LDC, with the pipeline.

(2) The Contractor shall at all times adhere to the tariff, agreements, rules, and regulations of the applicable LDC and/or pipeline.

(3) All coordination problems between the Contractor and the installation's ordering officer that adversely impact the Contractor's ability to adequately perform supply management shall be reported to the DESC Contracting Officer.

(b) **NOMINATION.** The Contractor shall nominate to the LDC and/or pipeline, as applicable, natural gas supplies necessary to meet the installation's monthly requirement.

**(c) BALANCING.**

**(1) Contractor Receipt of Consumption Data.**

(i) The Contractor should establish, immediately upon award, all communication channels necessary to assure effective performance.

(ii) The Contractor shall immediately notify the Ordering Officer and the Contracting Officer of all conditions that impede effective supply management.

(iii) The Ordering Officer and/or customer will, if practicable, advise the Contractor of significant events that would substantially affect daily and/or monthly gas usage, unless such events are specified in the Schedule.

(2) The Contractor shall monitor the installation's consumption of natural gas via the following methods:

(i) Telemarketing;

(ii) The LDC electronic bulletin board; or

(iii) Coordination with the installation's Ordering Officer or other designated personnel and with the LDC and/or pipeline.

(3) The Contractor shall adjust deliveries as necessary to keep the installation within balance and/or tolerance as determined by the LDC or pipeline, whichever is applicable.

**(4) The Contractor shall advise the installation's Ordering Officer at least 24 hours prior to the 25th calendar day of the month of delivery if a negative or positive imbalance will exist by the end of the month of delivery that will impact the ordered quantity for the following month.**

(d) **PENALTIES AND IMBALANCES.** Paragraphs (e) and (f) of the DELIVERIES AND PERFORMANCE (NATURAL GAS) clause shall apply.

(e) **PARTY OF RECORD NOTIFICATIONS.** Upon award, the Ordering Officer will assist the Contractor in establishing the Contractor as the designated party of record with the LDC, thereby permitting the Contractor to receive notification of curtailments and/or operational flow orders or any other operational instructions related to the purchase and usage of natural gas for the installation. In the event the LDC does not grant such designation to the Contractor, the designated party for the installation will immediately notify the Contractor of the LDC notification so that the Contractor may take the necessary actions communicated by the LDC.

(DESC 52.247-9F89)

**SECTION G: CONTRACT ADMINISTRATION**

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

**OSP**

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION  
(MAY 1999)**

**(a) METHOD OF PAYMENT.**

- (1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
- (i) Accept payment by check or some other mutually agreeable method of payment; or
  - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

**(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.**

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

**G700 SUBMISSION OF INVOICES FOR PAYMENT (NATURAL GAS) (DESC FEB 2004)**

(a) Invoices for payment for supplies delivered under the contract shall be submitted in accordance with this clause and the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) clause.

**(b) DEFINITIONS.**

(1) **Invoice Certifying Office.** The office of the official responsible for checking and certifying the Contractor's invoice for payment.

(2) **Payment Office.** The location responsible for making payment to the Contractor either via check or electronically.

(c) The Contractor's invoice shall be dated and postmarked no earlier than the first day of the month following the month of delivery and submitted to the invoice certifying office for each installation as specified by subline item number below. Simultaneously, the Contractor shall provide an additional copy of the invoice to the contract administrator as specified in (h) below.

(d) Invoices will be submitted via electronic or non-electronic means as required by the applicable paying office.

(e) The Government is responsible for payment of quantities received by the Local Distribution Company (LDC) unless otherwise noted in the Schedule. If there is a discrepancy between the Contractor's invoiced quantity and the quantity received by the LDC, then the Government will pay against the lower of the two quantities.

(f) The Government has the right to—

(1) Unilaterally adjust downward quantities indicated on the Contractor's invoice if documentation available to the Government indicates that a quantity received on behalf of the installation is less than the quantity invoiced by the Contractor; and

(2) Adjust future payments due the Contractor if any previous quantity for which the Contractor invoiced and was paid is determined to be inaccurate.

(3) The Invoice Certifying Official shall provide the Contractor with an explanation of the reasons for any adjustment under (1) and (2) above. The Contractor shall direct all disputes related to invoice adjustments to the DESC Contracting Officer.

(g) The Contractor's invoice shall reflect, by subline item, the price elements applicable to the subline item as set forth in the contract and its modifications, which are applicable to the delivery. Invoicing procedures involving excess Government-owned firm capacity and any resulting credits (or debits) shall be as described in the DELIVERIES AND PERFORMANCE (NATURAL GAS) clause.

(h)

Line Item/  
Subline Item

Number  
\*\*

Invoice Certifying Office  
\*\*

Payment Office  
\*\*

Contractor Administrator  
\*\*

\*\* INFORMATION TO BE PROVIDED AT TIME OF AWARD

(DESC 52.232-9FD5)

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H700 TRANSPORTATION ASSISTANCE AND NOTIFICATION OF TARIFF/RATE CHANGES (NATURAL GAS) (DESC NOV 1996)**

(a) The Contractor shall cooperate, as necessary, with the Government's effort in securing and arranging for transportation of direct supply natural gas by the LDC and/or interstate pipeline to the installation(s)/agencies designated in the Schedule.

(b) The Contractor shall give the Contracting Officer and the installation written notice of the filing of an application for gas transportation tariff/rate changes and/or the scheduling of a tariff/rate hearing that would impact installations within 24 hours of receiving such application or notification of such hearing.

(DESC 52.247-9F90)

**H702 REPURCHASE AND SET-OFF (DESC MAR 2000)**

In the event the Contractor, in any given month, fails to--

(a) Deliver the ordered quantity of direct supply natural gas and there is no excuse to performance; and/or

(b) Otherwise make progress or perform a provision of the contract--

and as a result, the Contractor is determined to be in default by the DESC Contracting Officer pursuant to the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, the Government shall have the right to procure such deficient amount from either the Local Distribution Company, by repurchase from another direct supplier, or by utilizing alternative fuel sources, such as heating oil or coal. Additional costs incurred by the Government to cover excess costs associated with procuring any undelivered quantities will be charged to the Contractor.

(DESC 52.242-9FP5)

**SECTION I: CONTRACT CLAUSES**

**I1.03-6 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NATURAL GAS) (DESC FEB 2004)**

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Contractor expressly warrants and implies that the items delivered hereunder meet or exceed the terms and conditions of the delivery specifications of the local distribution company (LDC) receiving the gas on behalf of the Government. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(c) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment, due as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(e) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(g) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(h) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government

bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in

this contract.

(10) **Electronic funds transfer (EFT) banking information.**

(i) **The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.**

(ii) **If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.**

(iii) **EFT banking information is not required if the Government waived the requirement to pay by EFT.**

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(k) **POSSESSION, TITLE, AND RISK OF LOSS.** Control and possession of, title to and responsibility for, and risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until and shall pass to the Government at the f.o.b. destination point. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.**

(1) The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience at any time. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

*(2) For certain line items, the contract term is two years. If, for any two-year line item, the Government forecasts that the contract price will exceed the LDC price for the second contract year, it is likely that the Government will terminate that line item for the convenience of the Government after one year.*

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(o) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(p) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) *The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;*

(3) The clause at 52.212-5;

(4) Addenda to this solicitation or contract, including any license agreements for computer software;

(5) Solicitation provisions if this is a solicitation;

(6) Other paragraphs of this clause;

(7) Standard Form 1449;

(8) Other documents, exhibits, and attachments; and

(9) The specification.

(q) **CENTRAL CONTRACTOR REGISTRATION (CCR).**

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraphs (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.212-4, **tailored**/DESC 52.212-9F60)

#### **II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2003)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

**[Contracting Officer shall check as appropriate.]**

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Jun 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994.

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (Jun 2003) of 52.219-5.

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).

☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).



[ X ] (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ X ] (ii) Alternate I (Jun 2003) of 52.219-23.

[ ] (11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (13) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

[ ] (14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).

[ X ] (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[ X ] (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

[ X ] (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

[ X ] (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[ X ] (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

[ ] (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[ ] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[ ] (21) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

[ ] (22) (i) 52.225-3, Buy American Act – North American Free Trade Agreement – Israeli Trade Act (Jun 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[ ] (ii) **Alternate I (May 2002) of 52.225-3.**

[ ] (iii) Alternate II (May 2002) of 52.225-3.

[ ] (23) 52.225-5, Trade Agreements (Oct 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[ ] (24) 52.225-13, Restriction on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

[ ] (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

[ ] (27) **52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).**

[ ] (28) 52.232-30, Installation Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (30) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 1984) of 52.247-64.

*(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:*

**[Contracting Officer shall check as appropriate.]**

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (May 1989) (41 U.S.C. 351, et seq.).

**(d) COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.**

(FAR 52.212-5)

#### **II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 2003)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003);  
([ ☐ Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).

- [ ] 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- [ ] 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- [ ] 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- [ ] 252.225-7036 Buy American Act – North American Free Trade Agreement Implementation Act – Balance of Payments Program (APR 2003); ([ ] Alternate (APR 2003)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- [ ] 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- [ ] 252.227-7015 Technical Data-- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- [ ] 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- [ ] 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- [ X ] 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- [ ] 252.247-7023 Transportation of Supplies by Sea (MAY 2002); ([ ] Alternate I (MAR 2000)); ([ ] Alternate II (MAR 2000)); ([ ] Alternate III (MAY 2002)) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- [ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- [ ] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- [ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

**11.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) ***Lack of registration in the CCR database will make an offeror ineligible for award.***

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) ***The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.***

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr.gov>.

(DFARS 252.204-7004)

**11.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC JAN 2003)**

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>

**DLAD:** <http://www.dla.mil/j-3/j-336>

(c) **All DESC clauses and provisions are contained in full text in this document.**

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1) SOLICITATION PROVISION NUMBER	REGULATORY NUMBER	PROVISION TITLE
I236	FAR 52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
(2) CONTRACT CLAUSE NUMBER	REGULATORY NUMBER	CLAUSE TITLE
II.22	FAR 52.203-10	PRICE OR FEE FOR ILLEGAL OR IMPROPER ACTIVITY
I28.25	DFARS 252.225-7009	DUTY FREE ENTRY – QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES
I33	FAR 52.232-17	INTEREST
I86	FAR 52.216-19	ORDER LIMITATIONS
II71.07	FAR 52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
I211	FAR 52.216-18	ORDERING Paragraph (a) shall read “Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the delivery period specified in the Schedule.”
I226	FAR 52.232-18	AVAILABILITY OF FUNDS
L2.05-9	FAR 52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION

(DESC 52.252-9F08)

#### **II1.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.  
(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

**I28.08 FEDERAL, STATE AND/OR LOCAL TAXES (NATURAL GAS) (DESC FEB 2004)**

(a) **After-imposed tax**, as used in this clause, means any new or increased Federal, State and/or local tax that was exempted or excluded on the contract award date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract award date. It does not include social security tax or other employment taxes.

(b) **After-relieved tax**, as used in this clause, means any Federal, State and/or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract award date. It does not include social security tax or other employment taxes.

(c) The contract price shall be increased by the amount of any after-imposed tax, provided the Contractor warrants in writing that no amount for such after-imposed tax was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price includes all applicable Federal, State and local taxes, except gross receipts taxes which may be separately invoiced when the requirements of paragraph (f) of this clause are satisfied.

(f) If the Contractor intends to separately invoice for a gross receipts tax applicable to gas deliveries under this contract, the Contractor must identify the tax in its offer. If a gross receipts tax is not identified in the offer, it will not be eligible for separate invoicing.

(DESC 52.229-9F30)

**I84 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 September 2005.

(FAR 52.216-21)

**I171 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)**

**OSP**

**I174.03 SUPPLY COMMITMENTS FOR SMALL BUSINESS CONCERNS (NATURAL GAS) (DESC AUG 2001)**

**(a) SMALL BUSINESS SET-ASIDE OFFERS.**

(1) In order to comply with statutory small business requirements, an offeror who certifies as a small business and offers on a line item set aside for exclusive small business participation must propose to furnish direct supply natural gas from a well owned and operated by a small producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(2) In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (a)(1) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered shall be product originating from the qualified small business producer's own well. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are qualified small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsive and ineligible for award.

**(b) HUB-ZONE SMALL BUSINESS OFFERS.**

(1) In order to comply with statutory small business requirements, a small business offeror who requests the HUBZone Price Evaluation Preference (HPEP) described in the NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS clause must propose to furnish direct supply natural gas from a well owned and operated by a HUBZone-qualified small producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(2) Prior to award and during contract performance, the offeror must clearly demonstrate a direct relationship between the natural gas well(s) owned and operated by a HUBZone small business producer and the offeror. In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (a)(1) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a HUBZone-qualified small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered in support of the 10 percent HPEP line item shall be product originating from the HUBZone-qualified small business producer's own well. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are HUBZone-qualified small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award.

**(c) CONTRACT PERFORMANCE.**

(1) The name(s) and address(es) of all small business producers or HUBZone small business producers shall be incorporated into the contract award document.

(2) If circumstances are such that, during the term of this contract, a previously approved small business producer or HUBZone small business producer as designated in the award document will no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer of the name and address of the replacement small business producer or HUBZone small business producer for approval by the Contracting Officer.

(3) Failure to accomplish any of the following may constitute grounds for terminating the contract for default:

(i) Failure to obtain approval of a replacement business producer or HUBZone small business producer; or

(ii) Failure to comply with the statutory requirement that all natural gas delivered under the small business set-aside or 10 percent HPEP line item shall be from a well owned and operated by a small business producer(s) or HUBZone small business producer(s). When required, the Contractor will be required to provide adequate documentation to the Contracting Officer supporting deliveries by the appropriate small business source.

(4) Termination under this clause shall not constitute a waiver of the Government's rights under law or provided elsewhere in this contract.

(DESC 52.219-9F50)



**I174.07 SUPPLY COMMITMENTS FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SDB PRICE EVALUATION ADJUSTMENT) (NATURAL GAS) (DESC FEB 2002)**

(a) This clause applies only to Federal Civilian items that may be contained in this acquisition.

(b) In order to comply with statutory small disadvantaged business requirements, an offeror who certifies as a Small Disadvantaged Business (SDB) and who requests the price evaluation adjustment described in the NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALT I) clause must propose to furnish direct supply natural gas from a well owned and operated by a small domestic producer(s), which is defined by the Small Business Administration to include all affiliates and subsidiaries. Intermediaries and middlemen, such as other suppliers and marketers, regardless of size, are not allowed.

(c) Prior to award and during contract performance, the offeror must clearly demonstrate a direct relationship between the natural gas well(s) owned and operated by a domestic small business producer and the offeror. In accordance with the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS clause, the offeror meeting the criteria in paragraph (b) above must submit with its initial offer a supply commitment (which may be contingent upon award) from a domestic small business producer(s) to be utilized during contract performance. The supply commitment letter shall specifically state that product delivered in support of the line item (or 10 percent adjustment) shall be product originating from the domestic small business producer's own well. Pools are allowed only if it is clearly demonstrated prior to award that all producers in the pool are domestic small businesses and the offeror has a direct relationship with the small business pool aggregator. Failure to provide such documentation will make the offeror nonresponsible and ineligible for award.

(d) The name(s) and address(es) of all approved domestic small business producers shall be incorporated into the contract award document.

(e) If circumstances are such that, during the term of this contract, a previously approved small business producer as designated in the award document will no longer provide the product, the Contractor agrees to immediately notify the Contracting Officer of the name and address of the replacement small business producer for approval by the Contracting Officer.

(f) Failure to accomplish any of the following may constitute grounds for terminating the contract for cause:

(1) Failure to obtain approval of a replacement small business producer; or

(2) Failure to comply with the statutory requirement that all natural gas delivered under the line item (or 10 percent adjustment) shall be from a well owned and operated by a domestic small business producer(s).

(DESC 52.219-9F41)

**I209.08 EXTENSION PROVISIONS (NATURAL GAS) (DESC JUL 2002)**

(a) For line items priced as Fixed-Price with Economic Price Adjustment, the performance period can be extended for up to six months by mutual agreement of the parties.

(b) For line items priced as Firm-Fixed-Price, the Government may request extension of performance, one or more times, at the existing fixed price and in accordance with the existing contract terms and provisions, so long as the total additional performance does not exceed six months. If the Contractor declines to extend at the existing price, the Government may propose a new firm-fixed-price for the extension. Extension of Firm-Fixed-Price line items must be accomplished by agreement of all parties (bilateral modification). Failure to agree will result in expiration of the contract at the end of the current performance period.

(DESC 52.217-9F30)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

**I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) OSP**

**I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I) (JUN 2003/JUN 2003) OSP**

**I700.02 GAS ORDERING PROCEDURES (NATURAL GAS) (ALASKA) (DESC OCT 1994)**

(a) The Government shall order quantities of direct supply natural gas consistent with its estimated monthly requirements. Each installation will determine the duration of the order, with an order being no less than one month and no greater than one year. In no event shall an order continue beyond the contract delivery period as stated in the DELIVERIES AND PERFORMANCE (ALASKA) clause, unless the DESC Contracting Officer has extended the contract pursuant to the EXTENSION PROVISIONS clause.

(b) The Government shall notify the Contractor of the ordered volumes of gas for any given period at least one working day prior to the next month's LDC and/or Pipeline Nomination Deadline Date, whichever is earlier. The Contractor, in turn, shall nominate the Government's requirement(s) to the pipeline prior to the applicable LDC and/or Pipeline Nomination Deadline Date. If required, the Contractor shall nominate daily volumes of gas to be delivered under the contract to the pipeline and/or LDC. For those line items which require firm delivery, the daily quantity required by the Government shall be the total quantity for the month of delivery divided by the number of days in the month in which delivery takes place, unless the Government specifically notifies the Contractor otherwise.

(c) Orders may be issued in writing, orally, or by written telecommunications, and confirmed by a written delivery order, within 24 hours after issuance of the verbal order. The ordering office's failure to issue a written delivery order, or the Contractor's failure to receive a written delivery order, does not relieve the Contractor from its obligation to perform in accordance with the oral order. Ordering, nomination, and adjustment of quantity (balancing) procedures shall comply with applicable LDC and interstate transportation procedures/agreements.

(d) During the month of delivery, the Government, at its option and at no cost to the Government, may revise or swing upwards or downwards on a daily basis, the amount to be delivered under the contract, within or equal to 10 percent of the original ordered monthly firm quantity. For installations that require load management, the Ordering Officer shall order the estimated quantity determined to be the Government's requirement but obligate additional funds for quantities to include the above percentages to allow the Contractor to deliver and balance without the written consent of the Ordering Officer. Installations that do not require load management may also obligate funds to include the swing percentages, at the discretion of the Ordering Officer. For firm delivery, notwithstanding a revision to the delivery order as described in this clause, the entire demand charge included in the Contractor's proposal and as specified in the Schedule, will be reimbursed up to the Maximum Daily Quantity (MDQ) stated in the DELIVERIES AND PERFORMANCE (ALASKA) clause. Adjustments to ordered firm quantities that are greater than plus or minus 10 percent of the originally ordered monthly quantity require mutual agreement between the Contractor and the DESC Contracting Officer. Examples of situations that may precipitate a change in the Government's requirement include, but are not limited to, changes in the weather, failure of Government equipment, and use of alternative energy sources, such as coal or heating oil.

(e) Questions arising from individual delivery orders shall be addressed to the individual Ordering Officer. Any failure to resolve issues resulting from an individual delivery order shall be referred to the DESC Contracting Officer.

(f) Accounting and appropriation data will be set forth on individual delivery orders issued under the contract. Funds shall be obligated for the entire quantity stated on the delivery order.

(g) The following Ordering Offices are authorized to issue orders hereunder:

LINE ITEM/	ORDERING
<u>SUBLINE ITEM NO.</u>	<u>OFFICE</u>

*INFORMATION TO BE PROVIDED AT TIME OF AWARD*

(DESC 52.216-9FD5)

**SECTION J: LIST OF ATTACHMENTS**

THE FOLLOWING ATTACHMENTS ARE HEREBY INCORPORATED INTO THIS RFP:

<u>ATTACHMENT</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>
I.	OFFEROR SUBMISSION PACKAGE	OSP
II.	TECHNICAL EXPERIENCE FORM	OSP
III.	EXPERIENCE WITH END USERS FORM	OSP
IV.	SOCIOECONOMIC COMMITMENT FORM	OSP
V.	SUBCONTRACTING PLAN GUIDANCE AND FORM	OSP
VI.	ESTIMATED CONSUMPTION DATA	RFP

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS**

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) OSP**  
**(JUN 2003/APR 2002/OCT 2000)**

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995) OSP**

**K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at **<http://www.customerservice@dnb.com>**. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at **[globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com)**.

(FAR 52.204-6)

**K5.01**      **USE OF ELECTRONIC DATA INTERCHANGE (INSTALLATION ENERGY) (DESC FEB 2002)**      **OSP**

**K15**      **RELEASE OF UNIT PRICES (DESC OCT 2002)**      **OSP**

**K85**      **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**L2.08-2 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NATURAL GAS) (DESC OCT 2002) OSP**

**L2.08-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (NATURAL GAS) (ALASKA) (DESC JAN 2003)**

**(a) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE**

**STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (Standard Form (SF) 1449). However, the small business size standard for a concern that submits an offer in its own name, but that proposes to furnish an item it did not itself manufacture, is 500 employees.

**(b) AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

**(c) SUBMISSION OF OFFERS.**

(1) Offers in response to this solicitation may be submitted via facsimile to (703) 767-8506. Offerors may verify receipt of facsimile submissions by calling (703) 767-9507. Initial offers may also be submitted by mail or handcarried to the following address:

ATTN: DESC-CPC, ROOM 3815  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

(2) Offers in response to this solicitation must be received by the stated solicitation closing date and time.

(3) Proposals submitted in response to this solicitation shall be expressed in English and in U.S. dollars.

**(4) Offers that fail to furnish required signatures, representations and information, or that reject any of the terms and conditions of the solicitation may be excluded from consideration.**

**(5) INITIAL OFFERS.** The initial offer must consist of all of the proposal elements outlined in (8) below. Initial offers may be submitted by facsimile, mail or handcarried. As indicated in the solicitation, facsimile initial offers will be accepted. All other submissions may also be submitted via facsimile.

**(6) PROPOSALS BY MAIL.** Signed and dated offers and modifications thereto may be submitted via paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information as specified in this subparagraph.

**(7) HAND-CARRIED OFFERS.** Any hand-carried offer must be received at the depository indicated on the SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

**(8) PROPOSAL ELEMENTS.** The offeror's proposal must include--

**(i) SF 1449, Solicitation, Contract, Order for Commercial Items, with Blocks 17a and b, and 30a through 30c completed. By completing Blocks 30a through 30c, the offeror agrees to the terms and conditions of the RFP, unless exceptions are clearly identified in the initial proposal. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.**

**(ii)** A completed copy of the representations and certifications in the Offeror Submission Package.

**(iii)** A technical submission in the form of a completed Technical Experience Form. Offerors are required to describe experience in transporting natural gas and in performing supply management, where required, as described in the SUPPLY MANAGEMENT (NATURAL GAS) clause. Submissions must be in the required format.

**(iv)** Offer prices, expressed as a fixed percentage, must be submitted by filling in the spaces provided in the SUPPLIES TO BE FURNISHED (NATURAL GAS) (ALASKA) clause. Please refer to the ECONOMIC PRICE ADJUSTMENT -- MARKET PRICE AND ACTUAL TRANSPORTATION COST (NATURAL GAS) (ALASKA) clause for definitions. An offeror must propose to supply the total line item quantity for ultimate delivery to the Government installation/agency identified in the Schedule. Failure to offer the total line item quantity for each item within the aggregate group will preclude Government evaluation and award to the offeror for the aggregate group.

(v) Names, titles and telephone and facsimile numbers (and electronic addresses, if available) of persons authorizing to negotiate with the Government on the offeror's behalf in conjunction with this solicitation. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

_____	_____
_____	_____
_____	_____

(vi) **PAST PERFORMANCE INFORMATION.** The offeror shall provide past performance information to include recent contracts for similar requirements (include points of contact with telephone numbers) over the past two years. The offeror shall provide past performance information to support the experience and capabilities described in its technical proposal.(see (8)(iii) above). Information collected in the Experience with End Users submission (Past Performance Form) and other past performance data available to the Government will be used in the evaluation of past performance. By submitting the Experience with End Users documentation, the offeror agrees to permit the Government's representatives to contact the customers listed and inquire about the past performance of the offeror. The offeror will be given an opportunity to address negative past performance information about which the offeror has not previously had an opportunity to comment.

(vii) **SOCIOECONOMIC SUBMISSION.** Provide a description of the efforts that will be made to assure that small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs) will have an equal opportunity to compete for subcontracts under any resultant contract. Describe any partnering arrangements with such companies and include specific names to the extent they are known.

(viii) **EVIDENCE OF RESPONSIBILITY.** As set forth in FAR 9.104-1.

(9) **TABLE OF REQUIRED SUBMISSIONS.** The Contractor is required to submit original proposal documents as detailed below. All documents, with the exception of the Schedule B pricing sheets, can be found in the Offeror's Submission Package.

PROPOSAL ELEMENTS	LOCATION	ORIGINAL
SF 1449 or equivalent alternate document in accordance with subparagraph (c)(8)(i)	First page of solicitation and first page of OSP	1
Prices	See Schedule on Page 4 of OSP	1
Representations and certifications	Attachment I - Offeror Submission Package	1
Technical Experience	Attachment II	1
Experience with End Users	Attachment III	1
Socioeconomic commitment	Attachment IV	1
Subcontracting Plan guidance	Attachment V	1

(d) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWAL OF OFFERS.**

(1) **LATE OFFERS.** Late offers will be handled in accordance with FAR 52.215-1, INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION.

(2) **MODIFICATION OF PROPOSALS.** Offerors may submit modifications to their proposals at any time before the solicitation closing date and time and may submit modifications in response to an amendment.

(3) **REVISED PROPOSALS.** Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(4) **WITHDRAWAL OF PROPOSALS.** Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(e) **PROPOSAL ACCEPTANCE PERIOD.**

(1) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(2) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(3) The Government requires a minimum acceptance period of 100 calendar days.

(4) If the offeror specifies an acceptance period that is less than that required by the Government, such offer may be rejected.

(5) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (3) above or within any extension thereto.

(f) **CONTRACT AWARD.**

(1) **The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors specified in the solicitation.**

(2) The Government intends to evaluate offers and award a contract without discussion with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(3) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(4) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The evaluated price and competitive nonprice rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and

(iii) A summary of the rationale for award.

(g) **TYPE OF CONTRACT.** The Government contemplates award of a Requirements Type - Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(h) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F34)

**L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD**

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

**L7 SOCIOECONOMIC PROPOSAL (DESC DEC 2001)**

(a) Offerors shall submit a plan that demonstrates their commitment to providing subcontracting opportunities to small businesses and Historically Black Colleges/Universities and Minority Institutions (HBCUs/MIs). All offerors regardless of business size are required to provide socioeconomic commitment. Small businesses will be credited for the dollar value/percentage of the work they perform as if the work were subcontracted to a small business concern. Work performed by a small business in-house shall be identified in the socioeconomic plan.

(b) As part of the plan, the offeror shall include--

(1) A description of the efforts the company will make to ensure that small businesses and/or HBCUs/MIs will have equal opportunity to compete for subcontracts under any resulting contract.

(2) A description of the offeror's current and planned proposed range for services, supplies, and any other support that will be provided by small businesses and/or HBCUs/MIs.

(3) The specific names of subcontractors to the extent they are known.

(4) A description of any future plans the company has for developing additional subcontracting opportunities for small businesses and/or HBCUs/MIs during the contract period.

(5) Identification of the portion of the offeror's proposal, as a percentage of dollars, that will be subcontracted to small businesses and/or HBCUs/MIs.

(6) The type of performance data the offeror would accumulate and provide to the Contracting Officer regarding their support of small businesses and/or HBCUs/MIs during the period of contract performance.

(7) The name and title of the individual principally responsible for ensuring company support to such firms.

(DESC 52.215-9F71)

**SECTION M: EVALUATION FACTORS FOR AWARD**

**M7 SOCIOECONOMIC EVALUATION (DESC APR 2003)**

The relative merits of the Socioeconomic Proposal will be evaluated based on the degree to which an offeror's proposal demonstrates the commitment to use, in performance of the offered requirements, small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs).

**NOTE:** The offeror's proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the Small Business Office of the Defense Energy Support Center as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and HBCUs/MIs will be part of past performance evaluation.

(DESC 52.215-9FB6 )



**M700.02 EVALUATION FOR AWARD (NATURAL GAS) (ALASKA) (DESC DEC 2002)**

**(a) BASIS FOR AWARD.**

(1) Evaluation and contract awards will be made using Best Value Source Selection procedures. In using Best Value Source Selection procedures, the Government will evaluate price and other noncost factors, to include Technical, Past Performance, and Socioeconomic Commitment. The relative importance of all noncost evaluation factors, in descending order of importance, is as follows:

- (i) Technical;
- (ii) Past Performance; and
- (iii) Socioeconomic Commitment.

The noncost evaluation factors (Technical, Past Performance, and Socioeconomic Commitment), when combined, are approximately equal to price.

(2) Award will be made to the offeror representing the overall best value to the Government for the line item under consideration. In determining best overall value, the Government will evaluate and rate each offeror's technical proposal, past performance, and socioeconomic commitment using preestablished standards. The offer(s) selected as the best value will be that which represents the best tradeoff to the Government when comparing price against the noncost factors. The Government may make award to other than the lowest priced offeror; however, the Government will not pay a premium that it considers disproportionate to the perceived benefits of the higher priced proposal. Final award selection will be made by the Source Selection Authority.

**(b) DESCRIPTION OF NONCOST EVALUATION FACTORS.**

**(1) TECHNICAL AND PREVIOUS DELIVERY EXPERIENCE.**

- (i) **Transportation Experience.** An offeror's purchase history at the relevant local distribution company (LDC).
- (ii) **Supply Management Experience.** An offeror's experience providing supply management behind the LDC and on the pipeline.

**(2) PAST PERFORMANCE.**

(i) The Government will evaluate the offeror's experience over approximately the last two years delivering similar requirements. The Government may consider information obtained from sources contained in the offeror's Experience with End Users Submission (attached to the solicitation), past and present customers, other subcontractors, and any others sources who may have useful information. The Government may also rely solely on the offeror's prior past performance under DESC contracts. A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal. An offeror without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably.

(ii) The subfactors listed below, which are equal to one another in importance, will be used to evaluate past performance:

(A) **Quality of Product or Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(B) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(C) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance and customer satisfaction and to meeting small business subcontracting goals, when applicable. The offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures will be considered.

(3) **SOCIOECONOMIC COMMITMENT.** All offerors, regardless of business size, will be rated. Offerors demonstrating greater commitment to partnering and subcontracting with small businesses and/or Historically Black Colleges/Universities or Minority Institutions (HBCUs/MIs) by proposing a higher percentage, complexity level, and variety of participation by small businesses and/or HBCUs/MIs will receive more favorable ratings. **NOTE: Performance on current and prior contracts containing subcontracting with small businesses and/or HBCUs/MIs will be part of the past performance evaluation only.**

**(c) EVALUATION OF PRICE.**

(1) The Government will perform a price analysis to determine the reasonableness of proposed prices in accordance with FAR 15.404.

(2) The Government intends to evaluate price based on the total cost of the solicitation schedule elements associated with aggregate group.

(DESC 52.209-9F85)

CONSUMPTION DATA SHEET

LINE ITEM NUMBER 000101  
INSTALLATION ELMENDORF AFB (POWER PLANT)  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	295,865	0	295,865	
FEBRUARY	262,786	0	262,786	
MARCH	274,313	0	274,313	
APRIL	244,172	0	244,172	
MAY	216,118	0	216,118	
JUNE	183,323	0	183,323	
JULY	180,008	0	180,008	
AUGUST	192,569	0	192,569	
SEPTEMBER	202,155	0	202,155	
OCTOBER	258,136	0	258,136	
NOVEMBER	272,093	0	272,093	
DECEMBER	298,492	0	298,492	

LINE ITEM NUMBER 000201  
INSTALLATION FORT RICHARDSON (POWER PLANT)  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	40,959	0	40,959	
FEBRUARY	37,277	0	37,277	
MARCH	40,593	0	40,593	
APRIL	9,102	0	9,102	
MAY	7,773	0	7,773	
JUNE	5,790	0	5,790	
JULY	6,586	0	6,586	
AUGUST	6,346	0	6,346	
SEPTEMBER	6,668	0	6,668	
OCTOBER	36,186	0	36,186	
NOVEMBER	39,266	0	39,266	
DECEMBER	43,865	0	43,865	

CONSUMPTION DATA SHEET

LINE ITEM NUMBER 000301  
INSTALLATION FORT RICHARDSON (COMMERCIAL)  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	120,000	0	120,000	
FEBRUARY	115,000	0	115,000	
MARCH	107,400	0	107,400	
APRIL	96,100	0	96,100	
MAY	80,900	0	80,900	
JUNE	66,000	0	66,000	
JULY	67,100	0	67,100	
AUGUST	65,700	0	65,700	
SEPTEMBER	69,700	0	69,700	
OCTOBER	95,300	0	95,300	
NOVEMBER	105,400	0	105,400	
DECEMBER	120,000	0	120,000	

LINE ITEM NUMBER 000302  
INSTALLATION ALASKA ARMY NATIONAL GUARD FACILITY  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	11,724	0	11,724	
FEBRUARY	9,551	0	9,551	
MARCH	10,725	0	10,725	
APRIL	7,089	0	7,089	
MAY	5,304	0	5,304	
JUNE	3,159	0	3,159	
JULY	2,721	0	2,721	
AUGUST	2,404	0	2,404	
SEPTEMBER	3,467	0	3,467	
OCTOBER	7,720	0	7,720	
NOVEMBER	9,389	0	9,389	
DECEMBER	11,511	0	11,511	

CONSUMPTION DATA SHEET

LINE ITEM NUMBER 000303  
INSTALLATION KULIS ANGB  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	6,398	0	6,398	
FEBRUARY	5,195	0	5,195	
MARCH	4,914	0	4,914	
APRIL	3,783	0	3,783	
MAY	2,746	0	2,746	
JUNE	948	0	948	
JULY	654	0	654	
AUGUST	777	0	777	
SEPTEMBER	1,715	0	1,715	
OCTOBER	4,004	0	4,004	
NOVEMBER	5,146	0	5,146	
DECEMBER	6,541	0	6,541	

LINE ITEM NUMBER 000401  
INSTALLATION ELMENDORF AFB (COMM.)  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	41,351	0	41,351	
FEBRUARY	43,866	0	43,866	
MARCH	37,722	0	37,722	
APRIL	28,754	0	28,754	
MAY	20,304	0	20,304	
JUNE	6,407	0	6,407	
JULY	5,523	0	5,523	
AUGUST	6,060	0	6,060	
SEPTEMBER	11,339	0	11,339	
OCTOBER	29,663	0	29,663	
NOVEMBER	37,453	0	37,453	
DECEMBER	45,770	0	45,770	

CONSUMPTION DATA SHEET

LINE ITEM NUMBER 000501  
INSTALLATION ALASKA NATIVE TRIBAL HEALTH  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	11,177	0	11,177	
FEBRUARY	9,311	0	9,311	
MARCH	8,966	0	8,966	
APRIL	8,076	0	8,076	
MAY	7,280	0	7,280	
JUNE	4,924	0	4,924	
JULY	5,069	0	5,069	
AUGUST	5,125	0	5,125	
SEPTEMBER	5,110	0	5,110	
OCTOBER	8,748	0	8,748	
NOVEMBER	9,829	0	9,829	
DECEMBER	11,382	0	11,382	

LINE ITEM NUMBER 000601  
INSTALLATION BUREAU OF LAND MANAGEMENT  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	1,006	0	1,006	
FEBRUARY	903	0	903	
MARCH	785	0	785	
APRIL	626	0	626	
MAY	431	0	431	
JUNE	179	0	179	
JULY	112	0	112	
AUGUST	119	0	119	
SEPTEMBER	279	0	279	
OCTOBER	615	0	615	
NOVEMBER	963	0	963	
DECEMBER	1,040	0	1,040	

CONSUMPTION DATA SHEET

LINE ITEM NUMBER 000701  
INSTALLATION OFFICE OF AIRCRAFT SERVICES  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	432	0	432	
FEBRUARY	358	0	358	
MARCH	343	0	343	
APRIL	252	0	252	
MAY	174	0	174	
JUNE	79	0	79	
JULY	68	0	68	
AUGUST	65	0	65	
SEPTEMBER	119	0	119	
OCTOBER	284	0	284	
NOVEMBER	330	0	330	
DECEMBER	415	0	415	

LINE ITEM NUMBER 000801  
INSTALLATION USDA FOREST SERVICE  
TRANSPORTATION F

MONTH	Total Quantity	Curtailment Days per Month	EPA Estimated Quantity	Monthly Buy
JANUARY	172	0	172	
FEBRUARY	174	0	174	
MARCH	186	0	186	
APRIL	223	0	223	
MAY	96	0	96	
JUNE	97	0	97	
JULY	81	0	81	
AUGUST	96	0	96	
SEPTEMBER	83	0	83	
OCTOBER	208	0	208	
NOVEMBER	152	0	152	
DECEMBER	220	0	220	